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ALAMEDA HEALTH SYSTEM
7

8 **UNITED STATES DISTRICT COURT**

9 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

10
11 DISABILITY RIGHTS CALIFORNIA, a
California nonprofit corporation,

12 Plaintiff,

13 v.

14 COUNTY OF ALAMEDA; ALAMEDA
15 COUNTY BEHAVIORAL HEALTH CARE
SERVICES; and ALAMEDA HEALTH
16 SYSTEM,

17 Defendants.
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Case No. 20-cv-05256-CRB

**ERRATA TO DEFENDANT ALAMEDA
HEALTH SYSTEM'S MOTION TO
DISMISS AND MOTION TO STRIKE**

Judge: Hon. Charles R. Breyer
Date: December 10, 2020
Time: 10:00 a.m.
Ctrm.: 6 - 17th Floor

1 In its moving papers, Defendant Alameda Health System ("AHS") filed a Request for
2 Judicial Notice citing to a contracts between Alameda Health System (dba Alameda County
3 Medical Center) and AHS dated (1) June 23, 1998 (original contract), and (2) November 28, 2000
4 (amended).

5 AHS inadvertently failed to additionally cite to the contracts between it and the Alameda
6 County Behavioral Health Care Services ("ACBHCS"), which specifically included the provision
7 of mental health services at John George Psychiatric Hospital ("John George"). In Disability
8 Rights California's ("DRC") opposition, it cites to a contract between AHS and ACBHCS
9 effective July 1, 2013 through June 30, 2014. *See* Dkt. No. 33-1 at 4, fn.2. The most recent
10 contract for the provision of mental health services at John George was effective July 1, 2018
11 through June 30, 2019. AHS provides a true and correct copy of the most recent contract for
12 mental health services at John George, which is attached hereto as **Exhibit A**.

13
14 DATED: November 24, 2020

HANSON BRIDGETT LLP

15
16 By: /s/ Gymbel M. Trembly
17 KURT A. FRANKLIN
18 GYMMEL M. TREMBLY
19 Attorneys for Defendant
20 ALAMEDA HEALTH SYSTEM
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EXHIBIT A

FIRST AMENDMENT TO AGREEMENT

Master Contract #	900077	Procurement Contract #	16432
Procurement Begin Date	07/01/2018	Expire Date	06/30/2019

This First Amendment is made by the *County of Alameda* (“County”) and **Alameda Health System dba Alameda County Medical Center** (“Contractor”) to amend the Master Agreement, Procurement Contract No. **16432**, signed by the parties on **September 13, 2018** (referred to herein as the “Agreement”):

- I. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement as specified herein:

Terms and Conditions of Payment, Exhibit B are amended as follows and effective July 1, 2018:

FROM:**1. Rate Structure****a. Medi-Cal and HealthPAC**

BHCS, as the Medi-Cal Mental Health Plan, receives Federal Financial Participation (FFP) reimbursement for Certified Public Expenditures incurred in the provision of Medi-Cal Specialty Mental Health Services. In such capacity, BHCS will remit to ACMC, a public hospital, FFP funds received by BHCS for the provision of Medi-Cal Specialty Mental Health Services provided by ACMC at the JGPP based on Certified Public Expenditures incurred by ACMC in the provision of such services at the JGPP.

BHCS, as the Medi-Cal Mental Health Plan, receives FFP reimbursement for Certified Public Expenditures incurred in the provision of HealthPAC Medicaid Coverage Expansion (MCE) and Health Care Coverage Initiative (HCCI) (HealthPAC). As such, BHCS will remit to ACMC FFP funds received by BHCS for the provision of Medi-Cal Specialty Mental Health Services provided by ACMC at the JGPP based on Certified Public Expenditures incurred by ACMC in the provision of such services at the JGPP.

The following is the rate schedule for Medi-Cal and HealthPAC claiming:

Type of Service	Unit of Service	Rate	FFP
Inpatient Acute	Day	\$1,575.00	\$787.50
Inpatient Admin	Day	\$416.95	\$208.47
Crisis PES	Hour	\$108.83	\$54.41
Ward Consult	Minute	\$3.12	\$1.56

BHCS shall remit to APMC a supplemental payment from non-federal county funds in addition to FFP discussed above. The supplemental rate reimbursement is described in the following rate schedule:

Type of Service	Unit of Service	Rate
Inpatient Acute	Day	\$450.00
Inpatient Admin	Day	\$208.47
Crisis PES	Hour	\$32.64
Ward Consult	Minute	\$0.94

Monthly payment will include a combined reimbursement of Medi-Cal FFP and Supplement Payment for each claim line.

b. Medi-Cal Cross-Over

BHCS, as the billing agent for Medi-Cal Mental Health, will process all Cross-Over Medi-Cal claims provided by APMC for services at JGPP. APMC is responsible for and shall perform all billing of Medicare and commercial insurance, as well as reporting these billings and payments to BHCS, where Medi-Cal is deemed secondary or tertiary, in order for BHCS to accurately claim any Cross-Over claims to Medi-Cal. The following is the rate schedule for Medi-Cal Cross-Over claiming:

Type of Service	Unit of Service	Rate	FFP
Inpatient Acute	Day	\$1,575.00 less primary payer reimbursement	\$1,575 less primary payer reimbursement x FFP%
Inpatient Admin	Day	\$416.95 less primary payer reimbursement	\$416.95 less primary payer reimbursement x FFP%
Crisis PES	Hour	\$108.83 less primary payer reimbursement	\$108.83 less primary payer reimbursement x FFP%
Ward Consult	Minute	\$3.12 less primary payer reimbursement	\$3.12 less primary payer reimbursement x FFP%

c. Indigent and Non-Covered

BHCS will remit to APMC non-federal county funds for the provision of indigent care (defined as County residents without private, State, or Federal health care cost coverage), including HealthPAC County, or non-covered clients who receive services provided by APMC at JGPP. The following is the rate schedule for indigent m1d non-covered services:

Type of Service	Unit of Service	Rate
Inpatient Acute	Day	\$900.41
Inpatient Admin	Day	\$416.95
Crisis PES	Hour	\$82.23
Ward Consult	Minute	\$2.51

All payments shall be made pursuant to the terms and conditions of this contract.

2. Service Structure

a. Psychiatric Inpatient Hospital Services Reimbursement

Provided that there shall first have been a submission of claims in accordance with Section III-C of Exhibit A, ACMC shall be paid based on the rates outlined in Paragraph I above of this Exhibit B for Psychiatric Inpatient Hospital Services.

The rate structure under Paragraph 1 of this Exhibit B is intended by both BHCS and ACMC to be inclusive of all services defined in Section III-C of Exhibit A as Psychiatric Inpatient Hospital Services and shall be reimbursed on an interim basis then settled to actual cost per day, up to the Federal Financial Participation limitation. In no event will BHCS exceed the Supplemental Rate specified in Paragraph 1.a. of this exhibit.

b. Psychiatric Emergency and Crisis Hospital Based Services Reimbursement Provided that there shall first have been a submission of claims in accordance with Section V of the Exhibit A, ACMC shall be paid based on rates outlined in Paragraph 1 above of this Exhibit B for Psychiatric Emergency Services.

The rate structure under Paragraph 1 of this Exhibit B is intended by both BHCS and ACMC to be inclusive of all services defined in Section III-C of the Exhibit A as Psychiatric Emergency Hospital Based Services and shall be reimbursed on an interim basis, then settled to actual cost per hour, up to the Federal Financial Participation limitation. In no event will BHCS exceed the Supplemental Rate specified in Paragraph 1.a. of this exhibit.

c. Ward Consults Reimbursement

Provided that there shall first have been a submission of claims in accordance with Section III-C of Exhibit A, ACMC shall be paid based on rates outlined in Paragraph 1 above of this Exhibit B for Ward Consults.

The rate structure under Paragraph 1 of this Exhibit B is intended by both BHCS and ACMC to be inclusive of all services defined in Section III-C of the Exhibit A as Ward Consults and shall be reimbursed on an interim basis, then settled to actual cost per minute, up to the Federal Financial Participation limitation. In no event will BHCS exceed the Supplemental Rate specified in Paragraph 1.a. of this exhibit.

3. Total Reimbursement

In return for the performance of the services as set forth in Exhibit A of this Agreement, BHCS agrees to reimburse ACMC in an amount not to exceed \$37,453,451 on the following basis:

Reimbursement to ACMC of FFP under this Agreement shall in no event exceed an amount reimbursed by DHCS to BHCS on behalf of JGPP. ACMC is responsible for reimbursing BHCS for any amounts due as the result of cost report reconciliation or audit findings related to JGPP. Likewise, BHCS is responsible for reimbursing

ACMC for any amount due ACMC as a result of cost report reconciliation or audit findings related to JGPP.

Reimbursement to ACMC is contingent upon and limited to (a) Medi-Cal Federal Financial Participation (FFP) funds paid to BHCS as a result of ACMC's participation in the Medi-Cal Specialty Mental Health Program, (b) Supplemental Rate schedule for Medi-Cal and HealthPAC MCE & HCCI, (c) HealthPAC MCE & HCCI FFP funds paid to BHCS as a result of ACMC's participation in the HealthPAC Plan, and (d) Indigent, including HealthPAC county, and non-covered services. Final reimbursement shall be based on ACMC's actual Certified Public Expenditures (CPE) on cost per unit basis incurred in providing Medi-Cal Specialty Mental Health Services as determined and reimbursed through the Annual Short Doyle Mental Health Medi-Cal Cost Report.

Medi-Cal Funding Provisions

ACMC shall comply with all Federal and State Medi-Cal requirements regarding determination of reasonable and allowable costs and other funding requirements. ACMC is responsible for incurring costs for services provided prior to services being claimed. ACMC shall be required to sign a "Certification of Public Expenditure" on a monthly basis prior to monthly reimbursement.

4. Reimbursement Method(s)

Monthly payment

ACMC shall submit a monthly invoice to BHCS, based on authorized inpatient days, PES services and Ward Consults services. The monthly invoice must include the Identifying Client, Service and Primary Payer Information as described in Exhibit A-3. On a monthly basis, BHCS shall make interim payments to ACMC for authorized services in the following manner:

- For Medi-Cal and HealthPAC MCE and HCCI Plan reimbursement, BHCS will reimburse ACMC the anticipated FFP and Supplemental payment for all services that deemed to be Medi-Cal only (excluding any service identified as a Cross-Over) or HealthPAC on their invoice.
- For Medi-Cal Cross-Over, BHCS will reimburse ACMC the DHCS approved reimbursement of FFP.
- For Indigent and non-Covered reimbursement, BHCS will reimburse ACMC the Indigent and non-Covered rate for every authorized service.

BHCS will provide an Explanation of Benefits (EOB) to ACMC with each payment. In addition to the EOB, BHCS will forward to ACMC a report of DHCS denied services. After reviewing DHCS denials, ACMC shall return the Denial Report with corrections to BHCS within 3 weeks of receipt. BHCS will be responsible for forwarding any necessary changes to DHCS for further processing. Any services that are not corrected by ACMC will be deemed denied services by BHCS and the amount of the denial will be deducted from next payment to ACMC. Denials will be included in the next EOB and corresponding reduction to the payment.

Payments from BHCS to ACMC will be made within sixty (60) days after receipt of detailed invoice from ACMC. Due to processing limitations, no timeframes can be made for Cross-Over claims.

Payment is contingent on all inpatient services, paid by BHCS, being approved by BHCS Point of Authorization (POA). ACMC must make available, within twenty-four (24) hours of admission, each patient's electronic health record via remote access to the BHCS's POA for concurrent review of documented medical necessity Monday through Friday. Weekend documentation shall be available on Monday, or the first business day in the event of a holiday.

In addition to concurrent review stated above, per State regulation, ACMC shall submit a Treatment Authorization Request (TAR) to BHCS' POA for all inpatients within fourteen (14) calendar days of discharge. If this timeframe is not met, claim will be denied by POA.

Interim settlement reimbursement

After DHCS reconciliation of ACMC's Medi-Cal Cost Report as part of the DHCS reconciliation of BHCS's Annual Short-Doyle Mental Health Medi-Cal Cost Report, any adjustments of FFP payments, any adjustments between FFP, HealthPAC or indigent services or cost adjustments as a result of the interim settlement will be made and presented to ACMC. ACMC will be given thirty (30) days to review the report and comment. After interim settlement report is agreed upon by both parties, payment by either party shall be made within thirty (30) days of interim settlement.

Final Reimbursement

After finalized DHCS audit of ACMC's Medi-Cal Cost Report as part of the DHCS audit of BHCS's Annual Short-Doyle Mental Health Medi-Cal Cost Report, any adjustments of FFP payments, any adjustments between FFP, HealthPAC or indigent services or cost adjustments as a result of the audit settlement on behalf of ACMC will be made and presented to ACMC. ACMC will be given thirty (30) days to review the audited report and comment. After final settlement report is agreed upon by both parties, payment by either party shall be made within sixty (60) days of settlement agreement. Payments shall be made in accordance with Section 3 above.

TO:

1. Rate Structure

ACBH, as the Medi-Cal Mental Health Plan, receives FFP reimbursement for Certified Public Expenditures incurred in the provision of services. ACBH will remit to AHS dba ACMC payments for the provision of Medi-Cal Specialty Mental Health Services provided by AHS dba ACMC at the JGPP based on Certified Public Expenditures incurred by ACMC in the provision of such services at the JGPP.

The following is the rate schedule for all services approved by Medi-Cal. For Medi-Cal cross-over units, the rates will be reduced by the reimbursement from the primary payer.

Type of Service	Unit of Service	Rate
Inpatient Acute	Day	\$2,700.00
Inpatient Admin	Day	\$514.95
Crisis Psychiatric Emergency Services	Hour	\$132.94

All payments shall be made pursuant to the terms and conditions of this contract.

2. Service Structure

a. Psychiatric Inpatient Hospital Services Reimbursement

Provided that there shall first have been a submission of claims in accordance with Section III-C of Exhibit A, AHS dba ACMC shall be paid based on the rates outlined in Paragraph I above of this Exhibit B for Psychiatric Inpatient Hospital Services.

The rate structure under Paragraph 1 of this Exhibit B is intended by both ACBH and AHS dba ACMC to be inclusive of all services defined in Section III-C of Exhibit A as Psychiatric Inpatient Hospital Services and shall be reimbursed on an interim basis then settled to actual cost per day, up rates specified in Paragraph 1. In no event will ACBH exceed the Rate specified in Paragraph 1 of this exhibit.

b. Psychiatric Emergency and Crisis Hospital Based Services Reimbursement Provided that there shall first have been a submission of claims in accordance with Section V of the Exhibit A, AHS dba ACMC shall be paid based on rates outlined in Paragraph 1 above of this Exhibit B for Psychiatric Emergency Services.

The rate structure under Paragraph 1 of this Exhibit B is intended by both ACBH and AHS dba ACMC to be inclusive of all services defined in Section III-C of the Exhibit A as Psychiatric Emergency Hospital Based Services and shall be reimbursed on an interim basis, then settled to actual cost per hour, up to the Rate limitation. In no event will ACBH exceed the Rate specified in Paragraph 1. of this exhibit.

The rate structure under Paragraph 1 of this Exhibit B is intended by both ACBH and AHS dba ACMC to be inclusive of all services defined in Section III-C of the Exhibit A as Ward Consults and shall be reimbursed on an interim basis, then settled to actual cost per minute, up to the Rate limitation. In no event will ACBH exceed the Rate specified in Paragraph 1. of this exhibit.

3. Total Reimbursement

In return for the performance of the services as set forth in Exhibit A of this Agreement, ACBH agrees to reimburse AHS dba ACMC in an amount not to exceed \$37,453,451 on the following basis:

Reimbursement to AHS dba ACMC of payments under this Agreement shall in no event exceed an amount reimbursed by DHCS to ACBH on behalf of JGPP. AHS dba ACMC is responsible for reimbursing ACBH for any amounts due as the result of cost report reconciliation or audit findings related to JGPP. Likewise, ACBH is responsible for reimbursing AHS dba ACMC for any amount due AHS dba ACMC as a result of cost report reconciliation or audit findings related to JGPP.

Reimbursement to AHS dba ACMC is contingent upon and limited to approved Medi-Cal services and funds paid to ACBH as a result of AHS dba ACMC's participation in the Medi-Cal Specialty Mental Health Program. Final reimbursement shall be based on AHS dba ACMC's actual Certified Public Expenditures (CPE) on cost per unit basis incurred in providing Medi-Cal Specialty Mental Health Services as determined and reimbursed through the Annual Short Doyle Mental Health Medi-Cal Cost Report.

Medi-Cal Funding Provisions

AHS dba ACMC shall comply with all Federal and State Medi-Cal requirements regarding determination of reasonable and allowable costs and other funding requirements. AHS dba ACMC is responsible for incurring costs for services provided prior to services being claimed. AHS dba ACMC shall be required to sign a "Certification of Public Expenditure" on a monthly basis prior to monthly reimbursement.

4. Reimbursement Method(s)

Monthly payment

AHS dba ACMC shall submit a monthly invoice to ACBH, based on authorized inpatient days, and PES services. The monthly invoice must include the Identifying Client, Service and Primary Payer Information as described in Exhibit A-3. On a monthly basis, ACBH shall make interim payments to AHS dba ACMC for authorized services in the following manner:

- For all services, ACBHCS will reimburse AHS dba ACMC payments for all services the rates included in Paragraph 1 above deemed to be authorized by Medi-Cal.

ACBH will provide an Explanation of Benefits (EOB) to AHS dba ACMC with each payment. In addition to the EOB, ACBH will forward to AHS dba ACMC a report of DHCS denied services. After reviewing DHCS denials, AHS dba ACMC shall return the Denial Report with corrections to ACBH within 3 weeks of receipt. ACBH will be

responsible for forwarding any necessary changes to DHCS for further processing. Any services that are not corrected by AHS dba ACMC will be deemed denied services by ACBH and the amount of the denial will be deducted from next payment to AHS dba ACMC. Denials will be included in the next EOB and corresponding reduction to the payment.

Payments from ACBH to AHS dba ACMC will be made within sixty (60) days after receipt of detailed invoice from ACMC.

Payment is contingent on all inpatient services, paid by ACBH, being approved by ACBH Point of Authorization (POA). AHS dba ACMC must make available, within twenty-four (24) hours of admission, each patient's electronic health record via remote access to the ACBH's POA for concurrent review of documented medical necessity Monday through Friday. Weekend documentation shall be available on Monday, or the first business day in the event of a holiday.

In addition to concurrent review stated above, per State regulation, AHS dba ACMC shall submit a Treatment Authorization Request (TAR) to ACBH' POA for all inpatients within fourteen (14) calendar days of discharge. If this timeframe is not met, claim will be denied by POA.

Interim settlement reimbursement

After DHCS reconciliation of AHS dba ACMC's Medi-Cal Cost Report as part of the DHCS reconciliation of ACBH's Annual Short-Doyle Mental Health Medi-Cal Cost Report, any adjustments of payments or cost adjustments as a result of the interim settlement will be made and presented to AHS dba ACMC. AHS dba ACMC will be given thirty (30) days to review the report and comment. After interim settlement report is agreed upon by both parties, payment by either party shall be made within thirty (30) days of interim settlement.

Final Reimbursement

After finalized DHCS audit of AHS dba ACMC's Medi-Cal Cost Report as part of the DHCS audit of ACBH's Annual Short-Doyle Mental Health Medi-Cal Cost Report, any adjustments of payments or cost adjustments as a result of the audit settlement on behalf of AHS dba ACMC will be made and presented to AHS dba ACMC. AHS dba ACMC will be given thirty (30) days to review the audited report and comment. After final settlement report is agreed upon by both parties, payment by either party shall be made within sixty (60) days of settlement agreement. Payments shall be made in accordance with Section 3 above.

AND

- A. The Exhibit C is replaced by the attached Exhibit C.

- II. Except as otherwise stated herein, the terms and provisions of this First Amendment will be considered to be effective as of the date this First Amendment is executed by the County.
- III. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IV. IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date referenced below.

COUNTY OF ALAMEDA**CONTRACTOR**

By: DocuSigned by:



Karyn Pribble, PsyD, LCSW
 Director
 Behavioral Health Care Services

7/16/2020

Date

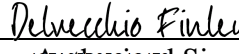
Alameda Health System
dba Alameda County Medical Center
 Contractor

7677 Oakport Street
 Street Address

Oakland CA 94602
 City, State, Zip Code

DocuSigned by:

By:



Authorized Signature of Contractor

Delvecchio Finley

Print/Type Name

CEO

Title

7/16/2020

Date

By signing above, signatory warrants and represents that he/she executed this First Amendment in his/her authorized capacity and that by his/her signature on this First Amendment, he/she or the entity upon behalf of which he/she acted, executed this First Amendment.


EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:


TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

**CERTIFICATE OF COVERAGE**

Named Member: Alameda Health System 1411 E. 31st Street Oakland, CA 94602		This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.	
Broker: James & Gable Insurance Brokers 1660 Olympic Blvd. Suite 325 Walnut Creek, CA 94596			
Certificate Number	Effective Date	Expiration Date	Retroactive Date *
HCL-19-067	07/01/2019 at 12:01 a.m.	07/01/2020 at 12:01 a.m.	07/01/1998 at 12:01 a.m.
Type of Coverage: <input checked="" type="checkbox"/> Professional Liability - Claims Made and Reported <input checked="" type="checkbox"/> General Liability - Occurrence			
Limits of Liability: \$3,000,000 Per Claim \$10,000,000 Aggregate Per Contract Period		Deductible: \$100,000 Per Claim NONE Aggregate Per Contract Period	
Description of Coverage: Evidence of Healthcare Entity Professional and General Liability coverage is extended to County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives as supplemental member(s) as pertaining to Behavioral Health Care Services - Substance Abuse Program.			
Issue Date: June 10, 2019			
Certificate Holder: Alameda County, BHCS 1900 Embarcadero Cove, Suite 205 Oakland, CA 94606 Attention: BHSC, Insurance Coordinator		Authorized Representative:  R. Corey Grove Senior Vice President, Insurance Operations	

* the retroactive date applies to claims made coverage only

**CERTIFICATE OF COVERAGE**

Named Member: Alameda Health System 1411 E. 31st Street Oakland, CA 94602		This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.										
Broker: James & Gable Insurance Brokers 1660 Olympic Blvd. Suite 325 Walnut Creek, CA 94596												
Certificate Number	Effective Date	Expiration Date	Retroactive Date									
AL-19-067	07/01/2019 at 12:01 a.m.	07/01/2020 at 12:01 a.m.	N/A									
Type of Coverage: <input checked="" type="checkbox"/> Automobile Liability and Physical Damage Coverage - Occurrence												
Limits of Liability: \$1,000,000 Each Accident, Combined Single Limit The Combined Single Limit is subject to the following limits: <table border="0"> <tr> <td>Bodily Injury and Property Damage Liability</td> <td>\$1,000,000</td> <td>Each Accident</td> </tr> <tr> <td>Uninsured/Underinsured Motorist</td> <td>\$1,000,000</td> <td>Each Accident</td> </tr> <tr> <td>Medical Payments</td> <td>\$5,000</td> <td>Each Accident</td> </tr> </table>				Bodily Injury and Property Damage Liability	\$1,000,000	Each Accident	Uninsured/Underinsured Motorist	\$1,000,000	Each Accident	Medical Payments	\$5,000	Each Accident
Bodily Injury and Property Damage Liability	\$1,000,000	Each Accident										
Uninsured/Underinsured Motorist	\$1,000,000	Each Accident										
Medical Payments	\$5,000	Each Accident										
Deductible: <table border="0"> <tr> <td>Comprehensive:</td> <td>\$250</td> <td>Each Loss</td> </tr> <tr> <td>Collision:</td> <td>\$500</td> <td>Each Loss</td> </tr> </table>				Comprehensive:	\$250	Each Loss	Collision:	\$500	Each Loss			
Comprehensive:	\$250	Each Loss										
Collision:	\$500	Each Loss										
Description of Coverage: Evidence of Auto Liability coverage is extended to County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives as supplemental member(s) as pertaining to Behavioral Health Care Services - Substance Abuse Program.												
Issue Date: June 10, 2019												
Certificate Holder: Alameda County, BHCS 1900 Embarcadero Cove, Suite 205 Oakland, CA 94606 Attention: BHSC, Insurance Coordinator		Authorized Representative:  R. Corey Grove Senior Vice President, Insurance Operations										

BETA Risk Management Authority ("BETARMA")
A Public Entity

**AMENDMENT
SUPPLEMENTAL MEMBER**

Certificate Number: HCL-19-067	Amendment No: H131-12
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Issued to: Alameda Health System		
Effective Date: 07/01/19 at 12:01 a.m.	Expiration Date: 07/01/20 at 12:01 a.m.	Additional Contribution: Per Contract

It is understood and agreed that coverage afforded by this Contract is extended to:

County of Alameda, its Board of Supervisors, the individual members thereof, and all County Officers, agents, employees, volunteers and representatives

as a **Supplemental Member** pursuant to Section 7.2, but only for legal liability arising out of the acts, errors or omissions of the **Named Member** or a **Subsidiary** solely in the performance of the following contract with the **Named Member** or **Subsidiary**:

Alameda County Behavioral Health Care Services - Psychiatric Emergency Service, Psychiatric Inpatient Hospital Services, and Ward Consults. Master Contract #900077

This Amendment does not extend coverage for the acts, errors or omissions of *County of Alameda, its Board of Supervisors, the individual members thereof, and all County Officers, agents, employees, volunteers and representatives.*

This Amendment extends protection to the **Supplemental Member** listed above prior to any applicable insurance or other coverage or self-insurance.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



Authorized Representative of BETARMA

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

06/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James + Gable Insurance Brokers (Walnut Creek) 1660 Olympic Blvd., Ste 325 Walnut Creek, CA 94596	CONTACT NAME: PHONE (A/C, No. Ext): 9259433264 FAX (A/C, No): 9259324260 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: BETA Risk Management Authority NAIC # INSURER B: Safety National Casualty Corporation 15105 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Alameda Health System Alameda Health System 1411 E. 31st, Street HCP Building, QIC 22103 Oakland, CA 94602 Phone: 5104374354 Fax:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BETA-WC-8160-2019	07/01/19	07/01/20	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTHER \$3,000,000 E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	Excess Workers' Compensation			Pending Issuance	07/01/19	07/01/20	Statutory Limits Excess of \$3,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Insured's Copy Phone: Fax:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michele Reager
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**CERTIFICATE OF COVERAGE**

Named Member: Alameda Health System 1411 E. 31st Street Oakland, CA 94602		This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.	
Broker: James & Gable Insurance Brokers 1660 Olympic Blvd. Suite 325 Walnut Creek, CA 94596			
Certificate Number	Effective Date	Expiration Date	Retroactive Date
D&O-19-067	07/01/2019 at 12:01 a.m.	07/01/2020 at 12:01 a.m.	07/01/2001 at 12:01 a.m.
Type of Coverage: <input checked="" type="checkbox"/> Directors & Officers Liability - Claims Made <input checked="" type="checkbox"/> Employment Practices Liability - Claims Made		Limits of Liability: \$1,000,000 Per Claim \$1,000,000 Aggregate Per Contract Period	
Deductible: Coverage (A): \$0 each Claim Coverage (B) & (C): \$100,000 Each Claim Including Defense Expenses Coverage (D): \$150,000 Each Claim Including Defense Expenses			
Description of Coverage: Evidence of Directors, Officers and Employment Practices Liability coverage is extended to the County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers and representatives as supplemental member(s) as pertaining to the Medication-Assisted Treatment Services Program Agreement.			
Issue Date: June 10, 2019			
Certificate Holder: County of Alameda, Behavioral Health Care Services (BHCS) 2000 Embarcadero Cove Suite 400 Oakland, CA 94606 Attention: Attention: Director of Interim Director of BHCS		Authorized Representative:  R. Corey Grove Senior Vice President, Insurance Operations	